

DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE IS EXECUTED ON THIS THE _____
DAY OF _____, TWO THOUSAND AND TWENTY-SIX (2026).**

- BY AND BETWEEN -

SMT. SUPRITI MAJUMDAR [AADHAAR NO. 59XXXXXXXXX2374] [PAN NO. AXXXXXXXXOD], Wife of Sri Bimal Kumar Majumdar & Daughter of Late Nani Gopal Ghosh & Late Hena Ghosh, by Religion – Hindu, by Occupation – House-Wife, by Nationality – Indian, and residing at Dinabandhu Mitra Sarani, Subhash Pally, Siliguri, within the Siliguri Municipal Corporation area under Ward No. 18, Post Office & Police Station – Siliguri, Pin Code – 734001, District – Darjeeling, in the State of West Bengal, hereinafter jointly called and referred to as the **“OWNER’S”** (which expression shall mean and include unless excluded by or repugnant to the context their respective heirs, executors, successors, legal representatives, administrators and assigns) of the **FIRST PART**.

The Owner herein is represented by her Constituted Attorney duly namely **“M/S. DCP ENTERPRISE” [PAN NO. AANFD6153C]**, a Partnership Firm, and having its registered office at B-1, 2nd Floor, Vivekananda Mini Market, Hill Cart Road, Siliguri, within the Siliguri Municipal Corporation area under Ward No. 11, Post Office & Police Station – Siliguri, Pin Code – 734001, District – Darjeeling, in the State of West Bengal, represented by and through its authorized Partner namely, **SRI TAMAL PAUL [AADHAAR NO. 4018 6855 4225] [PAN NO. ANEPP1609D]**, Son of Late Subodh Chandra Paul, aged about 49 years, by Faith – Hindu, by Occupation – Civil Engineer, by Nationality – Indian and residing at (BBD) Bibadi Sarani by Lane, Shibram Pally, Haiderpara, Siliguri, within the Siliguri Municipal Corporation area under Ward No. 39, Post Office – Haiderpara & Police Station – Bhaktinagar, Pin Code – 734006, District – Jalpaiguri, in the State of West Bengal, and by virtue of a registered Development Agreement, dated on 28th May, 2025, registered at the office of Additional District Sub-Registrar Bagdogra, and recorded in Book No. I, Volume No. 0403-2025, Pages from 87736 to 87758, being Deed No. 040303988 for the year 2025, after that they have also registered a Development Power of Attorney, dated on 28th May, 2025, registered at the office of Additional District Sub-Registrar Bagdogra, and recorded in Book No. I, Volume No. 0403-2025, Pages from 87530 to 87547, being Deed No. 040303996 for the year 2025, according to the terms and conditions contained therein.

AND

“M/S. DCP ENTERPRISE” [PAN NO. AANFD6153C], a Partnership Firm, and having its registered office at B-1, 2nd Floor, Vivekananda Mini Market, Hill Cart Road, Siliguri, within the Siliguri Municipal Corporation area under Ward No. 11, Post Office & Police Station – Siliguri, Pin Code – 734001, District – Darjeeling, in the State of West Bengal, represented by and through its authorized Partner namely, **SRI TAMAL PAUL [AADHAAR NO. 4018 6855 4225] [PAN NO. ANEPP1609D]**, Son of Late Subodh Chandra

Paul, aged about 49 years, by Faith – Hindu, by Occupation – Civil Engineer, by Nationality – Indian and residing at (BBD) Bibadi Sarani by Lane, Shibram Pally, Haiderpara, Siliguri, within the Siliguri Municipal Corporation area under Ward No. 39, Post Office – Haiderpara & Police Station – Bhaktinagar, Pin Code – 734006, District – Jalpaiguri, in the State of West Bengal, hereinafter referred to as the “**DEVELOPER’S /PROMOTER’S**” (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-interest and assigns) of the **SECOND PART**.

AND

[If the Allottee is a Company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhaar No. _____) authorized vide _____, hereinafter referred to as the “Allottee” (which

expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr . / Ms. _____, (Aadhaar No. _____)
 Son / Daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhaar No. _____)
 _____) Son of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART.**

WHEREAS:

1. WHEREAS one, (the first part), Smt. Hena Ghosh (now deceased), Wife of Late Nani Gopal Ghosh, was the absolute Owner of all that piece or parcel of total Land Measuring 3 Katha 6 Chhatak or 5.5 Decimal, appertaining to and forming part of R.S. Plot No. 309(P), recorded in R.S. Khatian No. 29, being in E/P No. 76(P), Situated at Mouza – Ujanu, J.L. No. 86/118, Pargana – Patharghata, within the jurisdiction of Police Station – Matigara, in the District of Darjeeling, in the State of West Bengal, by virtue of a registered Deed of Gift (Patta), dated on 14th March, 2005, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 1, Pages from 5204 to 5207, being Deed No. I-1078 for the year 2005, executed by from on behalf of the Refugee Relief and Rehabilitation Department of Government of West Bengal.
2. WHEREAS, being owner in such possession said, Smt. Hena Ghosh (now deceased), Wife of Late Nani Gopal Ghosh, (the owner herein), also recorded the aforesaid land in her name in the record of rights at the office of B.L. & L.R.O., Matigara, and therefore a new Khatian has been issued in her favour vide L.R. Khatian No. 1281, bearing in L.R. Plot No. 685, Situated at Mouza – Ujanu, J.L. No. 86, L.R. Sheet No. 02, Pargana – Patharghata, upon their aforesaid landed property of Land Measuring 3 Katha 6 Chhatak or 5.5 Decimal, and she got the permanent heritable and transferable right over the said landed property in her name as per provision of W. B. L. R. Act 1955.
3. WHEREAS, thereafter, being owner in such possession said, Smt. Hena Ghosh (now deceased), Wife of Late Nani Gopal Ghosh, (the owner herein), gift and transferred her aforesaid total plot of Land Measuring 3 Katha 6 Chhatak or 5.5 Decimal, appertaining to and forming part of R.S. Plot No. 309, corresponding to L.R. Plot No. 685, recorded in R.S.

Khatian No. 29, corresponding to L.R. Khatian Nos. 1281 (Old), Situated at Mouza – Ujanu, J.L. No. 86, R.S. Sheet No. 01, corresponding to L.R. Sheet No. 02, Pargana – Patharghata, Under Ward No. 47 of Siliguri Municipal Corporation area, within the jurisdiction of Police Station – Matigara Now Pradhan Nagar, registry office at Additional District Sub-Registrar Bagdogra, in the District of Darjeeling, in the State of West Bengal, by virtue of a registered Deed of Gift, dated on 22nd July, 2022, registered at the office of Additional District Sub-Registrar Bagdogra, and recorded in Book No. I, Volume No. 0403-2022, Pages from 147892 to 147909, being Deed No. I-040307100 for the year 2022, to and in favour of her own blood relation married Daughter namely Smt. Supriti Majumdar, Wife of Sri Bimal Kumar Majumdar & Daughter of Late Nani Gopal Ghosh & Late Hena Ghosh, and the owner herein.

4. AND WHEREAS, (the second part), on the other hand, Smt. Supriti Majumdar, Wife of Sri Bimal Kumar Majumdar & Daughter of Late Nani Gopal Ghosh & Late Hena Ghosh, was also an absolute Owner of all that piece or parcel of total Land Measuring 2 Katha or 3.3 Decimal, appertaining to and forming part of R.S. Plot No. 309(P), recorded in R.S. Khatian No. 29, being in E/P No. 76(P), Situated at Mouza – Ujanu, J.L. No. 86/118, Pargana – Patharghata, within the jurisdiction of Police Station – Matigara, in the District of Darjeeling, in the State of West Bengal, by virtue of a registered Deed of Gift (Patta), dated on 16th July, 2009, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 1, Pages from 69 to 72, being Deed No. I-18 for the year 2009, executed by from on behalf of the Refugee Relief and Rehabilitation Department of Government of West Bengal.
5. WHEREAS the aforesaid, by virtue of two separate registered deed of gift & deed of patta said, Smt. Supriti Majumdar, Wife of Sri Bimal

Kumar Majumdar & Daughter of Late Nani Gopal Ghosh & Late Hena Ghosh, (the owner herein), become the absolute owner of all that piece or parcel of Land Measuring 5 Katha 6 Chhatak or 8.80 Decimal, appertaining to and forming part of R.S. Plot No. 309, corresponding to L.R. Plot No. 685, recorded in R.S. Khatian No. 29, corresponding to L.R. Khatian Nos. 1281 (Old), Situated at Mouza – Ujanu, J.L. No. 86, R.S. Sheet No. 01, corresponding to L.R. Sheet No. 02, Pargana – Patharghata, Under Ward No. 47 of Siliguri Municipal Corporation area, bearing Holding No. 61/283, at Road No. 5, Pati Colony, Siliguri Junction, within the jurisdiction of Police Station – Matigara Now Pradhan Nagar, Pin Code – 734003, registry office at Additional District Sub-Registrar Bagdogra, in the District of Darjeeling, in the State of West Bengal, and having all permanent heritable & transferable right, title & interest therein and possession thereon, free from all encumbrances whatsoever.

6. WHEREAS, being owner in such possession said, Smt. Supriti Majumdar, Wife of Sri Bimal Kumar Majumdar & Daughter of Late Nani Gopal Ghosh & Late Hena Ghosh, (the owner herein), also recorded the aforesaid land in her name in the record of rights at the office of B.L. & L.R.O., Matigara, and therefore a new Khatian has been issued in her favour vide L.R. Khatian No. 1280, bearing in L.R. Plot No. 685, Situated at Mouza – Ujanu, J.L. No. 86, L.R. Sheet No. 02, Pargana – Patharghata, upon their aforesaid landed property of Land Measuring 5 Katha 6 Chhatak or 8.80 Decimal, and she got the permanent heritable and transferable right over the said landed property in her name as per provision of W. B. L. R. Act 1955.
7. WHEREAS, therefore, (the third part), the Partner's namely (1) Sri Tamal Paul, Son of Late Subodh Chandra Paul, (2) Sri Partha Sarathi Dutta Biswas, Son of Subodh Ranjan Datta Biswas, & (3) Smt. Lopa Chowdhury (Roy), Wife of Sudip Roy, all are jointly decided to execute

and entered into a partnership firm namely “M/S. DCP ENTERPRISE”, a Partnership Firm, and having its registered office at B-1, 2nd Floor, Vivekananda Mini Market, Hill Cart Road, Siliguri, within the Siliguri Municipal Corporation area under Ward No. 11, Post Office & Police Station – Siliguri, Pin Code – 734001, District – Darjeeling, in the State of West Bengal, by virtue of Notarized Deed of Partnership, dated on 22nd August, 2023, and the developer’s herein.

8. AND WHEREAS, (the last part), being owner’s in such possession said, Smt. Supriti Majumdar, Wife of Sri Bimal Kumar Majumdar & Daughter of Late Nani Gopal Ghosh & Late Hena Ghosh, (the owner herein), desirous to construct a Parking + 3 (Three) Storied Residential Building upon their aforesaid plot of Land Measuring 5 Katha 6 Chhatak or 8.80 Decimal, appertaining to and forming part of R.S. Plot No. 309, corresponding to L.R. Plot No. 685, recorded in R.S. Khatian No. 29, corresponding to L.R. Khatian Nos. 1281 (Old) & 1280 (New), Situated at Mouza – Ujanu, J.L. No. 86, R.S. Sheet No. 01, corresponding to L.R. Sheet No. 02, Pargana – Patharghata, within the jurisdiction of Police Station – Matigara Now Pradhan Nagar, in the District of Darjeeling, in the State of West Bengal, is with “M/S. DCP ENTERPRISE”, a Partnership Firm, represented by and through its authorized Partner namely, Sri Tamal Paul, Son of Late Subodh Chandra Paul, (the developer herein).
9. WHEREAS, thereafter, the above named one of the land owner namely, Smt. Supriti Majumdar, Wife of Sri Bimal Kumar Majumdar & Daughter of Late Nani Gopal Ghosh & Late Hena Ghosh, (the owner herein), intended to developed the aforesaid plot of Land Measuring 5 Katha 6 Chhatak or 8.80 Decimal, appertaining to and forming part of R.S. Plot No. 309, corresponding to L.R. Plot No. 685, recorded in R.S. Khatian No. 29, corresponding to L.R. Khatian Nos. 1281 (Old) & 1280 (New), Situated at Mouza – Ujanu, J.L. No. 86, R.S. Sheet No. 01,

corresponding to L.R. Sheet No. 02, Pargana – Patharghata, Under Ward No. 47 of Siliguri Municipal Corporation area, bearing Holding No. 61/283, at Road No. 5, Pati Colony, Siliguri Junction, within the jurisdiction of Police Station – Matigara Now Pradhan Nagar, Pin Code – 734003, registry office at Additional District Sub-Registrar Bagdogra, in the District of Darjeeling, in the State of West Bengal, is with “M/S. DCP ENTERPRISE”, a Partnership Firm, represented by and through its authorized Partner namely, Sri Tamal Paul, Son of Late Subodh Chandra Paul, (the developer herein), (the land owner and the developer) both the parties have jointly entered into a registered Development Agreement, dated on 28th May, 2025, registered at the office of Additional District Sub-Registrar Bagdogra, and recorded in Book No. I, Volume No. 0403-2025, Pages from 87736 to 87758, being Deed No. 040303988 for the year 2025, after that they have also registered a Development Power of Attorney, dated on 28th May, 2025, registered at the office of Additional District Sub-Registrar Bagdogra, and recorded in Book No. I, Volume No. 0403-2025, Pages from 87530 to 87547, being Deed No. 040303996 for the year 2025, to and in favor of the aforesaid developer as her constituted attorney.

10. WHEREAS, therefore the abovesaid developer’s namely “M/S. DCP ENTERPRISE”, a Partnership Firm, represented by and through its authorized Partner namely, Sri Tamal Paul, Son of Late Subodh Chandra Paul, have construct a Parking + 3 (Three) Storied Residential Building, upon the aforesaid plot of Land Measuring 5 Katha 6 Chhatak or 8.80 Decimal, as per Sanction Building Plan Permit No. SWS-OBPAS/0104/2025/0857, duly approved by Siliguri Municipal Corporation, dated on 15.12.2025, and hereinafter referred to as “**the said Premises**” and more fully and particularly mentioned and described in the **Schedule “A”** hereunder written and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever and paying usual rents and

taxes to the proper authorities concerned in their own names as the absolute owner and possessors and have the absolute power of ownership and also entitle to sell, gift, lien, mortgage, assign the same to anybody else in any way as they will think fit and proper. The Owner's state that the said Premises has a good and marketable title and the Owner are exercising all rights of ownership thereupon free from all encumbrances, charges, liens, lispendens, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner & manner whatever.

11. The Owner's herein and the Developer's herein entered into a registered Development Agreement, dated on 15th March, 2024, registered at the office of Additional District Sub-Registrar Jalpaiguri, and recorded in Book No. I, Volume No. 0701-2024, Pages from 39908 to 39921, being Deed No. 070101032 for the year 2024, for the purpose of construction of Parking + 4 (Four) Storied Residential Building on the said Premises according to the terms and conditions contained therein. Further, by virtue of a registered registered Development Agreement, dated on 15th March, 2024, registered at the office of Additional District Sub-Registrar Jalpaiguri, and recorded in Book No. I, Volume No. 0701-2024, Pages from 39908 to 39921, being Deed No. 070101032 for the year 2024, after that they have also registered a Development Power of Attorney, dated on 19th November, 2024, registered at the office of Additional District Sub-Registrar Jalpaiguri, and recorded in Book No. I, Volume No. 0701-2024, Pages from 191176 to 191189, being Deed No. 070104299 for the year 2024, the Owner's herein appointed the Developer's herein as their constituted attorney according to the terms and conditions contained therein.
12. The Owner's and the Developer's pursuant to the Development Agreement duly commenced the construction of multi-storied buildings

consisting of several commercial apartments, in accordance with the vide **Sanction Building Plan No. SWS-OBPAS/0104/2025/0857**, Plan **Parking + 3 (Three) Storied Residential Building**, dated on **05.12.2025**, duly issued by **SILIGURI MUNICIPAL CORPORATION**, in respect of the project known as **"R.K.S. APARTMENT IV"**.

13. The Developer's has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority **at Siliguri Municipal Corporation on _____ under Registration No. _____**.

14. While in the course of construction the Developer's invited offers for purchase of self-contained units/apartments and the Purchasers herein offered to purchase **ALL THAT** the **APARTMENT NO. _____**, on the **_____ Floor** of the building being **Block-_____**, containing by estimation an area of **_____ (_____) Square Feet** more or less **(Carpet Area)** excluding balcony area of **_____ (_____) Square Feet** more or less appertaining to **_____ (_____) Square Feet** more or less **(Super Built Up Area)**, flooring **_____**, consisting of **_____ (_____) Bed Rooms**, **_____ (_____) Living/Dining Room**, **_____ (_____) Kitchen**, **_____ (_____) Toilets**, **_____ (_____) Balconies**, along with One **_____ Car Parking space** being **Car Parking No. _____**, situate at the **_____** of the building, containing by estimation an area of **_____ (_____) Square Feet (Super Built Up Area)** more or less, flooring **_____**, at the Project known as **"R.K.S. APARTMENT IV"**, hereinafter referred to as the said **"FLAT AND/OR UNIT"** more particularly described in the **SECOND SCHEDULE** hereunder written, constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common

passages and common facilities and amenities attached to and available with all other units in the building at and for a total consideration of the said unit sum of **Rs.**_____/-**(Rupees _____)only.**

15. The said Flat along with the Covered Car Parking Space and/or Unit is now since completed and the Purchasers have duly satisfied themselves as to the constructions, measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction have now proceeded to have the Deed of Conveyance executed in their favour.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In total consideration of the sum of **Rs.**_____/- **(Rupees _____) only** paid by the Purchasers herein to the Developer (receipt whereof the Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchasers) the Owner and Owner's and/or Developer's doth hereby sell, transfer and convey unto and in favour of the Purchasers herein the said Unit purchased **ALL THAT** the **APARTMENT NO.** _____, on the _____ **Floor** of the building being **Block-**_____, containing by estimation an area of _____ (_____) **Square Feet** more or less (**Carpet Area**) excluding balcony area of _____ (_____) **Square Feet** more or less appertaining to _____ (_____) **Square Feet** more or less (**Super Built Up Area**), flooring _____, consisting of ____ (_____) **Bed Rooms**, _____ (_____) **Living/Dining Room**, ____ (_____) **Kitchen**, _____ (_____) **Toilets**, ____ (_____) **Balconies**, along with One _____ **Car Parking space** being **Car Parking No.**, situate at the _____ of the building, containing by estimation an area of _____ (_____) **Square Feet(Super Built Up Area)**more or less, flooring _____, at the Project as **"R.K.S. APARTMENT IV"**, constructed on the premises stated in

the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units in the building (morefully and more particularly described in the **SECOND SCHEDULE**) lying and situated at and upon the Premises described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And ALL the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owner and/or Developer's to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchasers absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or local authority in respect thereof and the Owner and/or Developer's assure that The Purchasers shall be entitled to the rights, benefits and privileges attached to the said unit and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common areas (excluding the roof/terrace) and common facilities in the building for the use occupation and enjoyment of the said unit as detailed in **THIRD SCHEDULE** hereunder written and/or describe and the Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written AND FURTHER that The Purchasers shall be entitled to the common easements and quasi easements affecting and attached to the Said Unit and/or Unit are as detailed in the **FIFTH SCHEDULE** hereunder written and/or described.

THE OWNER AND/OR DEVELOPER'S COVENANT WITH THE PURCHASERS AS FOLLOWS:-

1. The Purchasers may from time to time & at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Unit and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own uses and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Owner's and/or Developer's herein or their successors or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
2. The Purchasers shall hold the said Unit and/or Unit free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owner's and/or Developer's and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owner's and/or Developer's herein or by any other person or persons claiming or to claim by, from, under or in trust for them.
3. The Purchasers shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to anyone without the consent of the Owner's and/or Developer's or any other Co-owner's who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchasers under the terms of this conveyance.
4. The Owner's and/or Developer's doth hereby further covenant with the Purchasers that the Purchasers may from time to time & at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Unit and/or Unit and premises hereby conveyed with their

appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own use and benefit without any suit, lawful eviction or interruption, claim & demand whatsoever from or by the Owner's and/or Developer's or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.

5. The Owner's and/or Developer's and all person's having or claiming any estate, right, title or Interest In the said Unit and/or Unit and premises hereby conveyed or any part thereof by, from under or in trust for the Owner's and/or Developer's or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchaser's in the manner aforesaid as by the Purchaser's, their heirs, executors or administrators and assigns shall be reasonably required.
6. The Owner's hereby further covenant with the developer for any further horizontal or vertical construction in the project subject to due permission for the competent authority.
7. That after completion of the building the developer herein shall apply for the completion certificate/occupancy certificate from the concerned department of Siliguri Municipal Corporation and on obtaining the same shall handover the copy of such certificate/occupancy certificate to the registered flat owner's association to be formed at the earliest with the participation of the allottees of the said building.

THE PURCHASERS COVENANT/S WITH THE OWNER AND/OR DEVELOPER'S AS FOLLOWS:-

1. The Purchasers admits and accepts that the **OWNER'S AND/OR DEVELOPER'S** and/or their employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions and the building Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the building thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.
2. The Purchaser's consents to be a member of the Association of Unit Owner's to be formed by the Owner of **UNIT AND/OR UNIT** in the building for which Purchasers agrees and covenants:
 - i) **TO CO-OPERATE** with the other Co-Purchaser/s and the **OWNER'S AND/OR DEVELOPER'S** /and /or the Association of Unit Owner in The Management and Maintenance of The Block/Complex/Project.
 - ii) **TO OBSERVE** the rules framed from time to time by the **OWNER'S AND/OR DEVELOPER'S** and /or the Association of Unit Owner for quiet and peaceful enjoyment of the Complex as a decent place for living.
 - iii) **TO ALLOW** the **OWNER'S AND/OR DEVELOPER'S** and/or the Association of Unit Owner with or without workmen to enter into the said **UNIT AND/OR UNIT** for the purpose of maintenance and repairs.
 - iv) **TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes

for and/or in respect of the said building including those mentioned in the **FOURTH SCHEDULE** hereunder written proportionately for the building and/or common parts/areas and wholly for the said **UNIT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **OWNER'S AND/OR DEVELOPER'S** and upon the formation of the association of Unit Owner. Such amount shall be deemed to be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchasers taking actual possession of the said **UNIT AND/OR UNIT** at a later date or the said **UNIT AND/OR UNIT** has been taken possession of or not by the Purchasers.

- v) **TO DEPOSIT** the amounts reasonably required with the **OWNER'S AND/OR DEVELOPER'S** and upon the formation with the association of Unit Owner as the said case may be towards the liability for the rates and taxes and other outgoings.
- vi) **TO PAY** charges for electricity in or relating to the said **UNIT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.
- vii) **NOT TO** sub-divides the said **UNIT AND/OR UNIT**.
- viii) **NOT TO** do any act deed or thing or obstruct the further construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchaser's enjoyment of the said **UNIT AND/OR UNIT**.
- ix) **NOT TO** throws dirt, rubbish or other refuse or permits the same to be thrown or accumulated in the said building and/or compound or any portion of the building.

- x)** **NOT TO** store or bring and allow to be stored & brought in the said **UNIT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- xi)** **NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- xii)** **NOT TO** fix or install air conditions in the said **UNIT AND/OR UNIT** save and except at the places which have been specified in the said **UNIT AND/OR UNIT** for such installation.
- xiii)** **NOT TO** do or cause anything to be done in or around the said **UNIT AND/OR UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **UNIT AND/OR UNIT** or adjacent to the said **UNIT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xiv)** **NOT TO** damage or demolish or cause to be damaged or demolished the said **UNIT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.
- xv)** **NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said **UNIT**

AND/OR UNIT which in the opinion of the **OWNER'S AND/OR DEVELOPER'S** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNER'S AND/OR DEVELOPER'S** may affect the elevation in respect of the exterior walls of the said building.

- xvi)** **NOT TO** install grill the design of which have not been suggested or approved by the Architect of the Developer's.
- xvii)** **NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **UNIT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xviii)** **NOT TO** raise any objection whatsoever to the **OWNER'S/DEVELOPER'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNER'S AND/OR DEVELOPER'S** subject to approval by the concerned authority.
- xix)** **NOT TO** make in the said **UNIT AND/OR UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the **OWNER'S AND/OR DEVELOPER'S** and/or any concerned authority.
- xx)** **NOT TO** raise any objection as and when the Owner's and/or Developer's erects, install, fix, mount hoarding, neon sign board, signage, mobile towers etc at any place /location/roof of any block within the project and not to claim any right over the revenue arising out of such erection, installation, fixing,

mounting of hoardings, neon sign boards, signages, mobile towers etc and for the purpose not to block the free access to any/all such installations.

- xxi) NOT TO CLAIM** any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in other Block/s and/or **COMMON PARTS AND PORTIONS** in the Complex.
- xxii) TO ABIDE** by such building rules and regulations as may be made applicable by the **OWNER'S AND/OR DEVELOPER'S** before the formation of the and /or the Association of Unit Owner and after the and /or the Association of Unit Owner's is formed.
- xxiii) NOT TO** make or cause, any objection interruption interference hindrance, obstruction or impediment for any **reason** or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the Owner's and/or Developer's herein including any further constructions, additions or alterations that may be made from time to time.
- xxiv) NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **UNIT AND/OR UNIT**.
- xxv) NOT TO** claims any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and not to object to the Owner's and/or Developer's exercising its right to deal with the same.
- xxvi) NOT TO** place any signboard, hoarding, and signage on the outer and / or inner wall except a reasonably sized nameplate outside the main door to the **UNIT AND/OR UNIT**.

xxvii) TO PAY GST at the applicable rates and /or any enhancement thereof at any point in time in addition to the consideration amount.

THE SCHEDULE 'A' ABOVE REFERRED TO:
DESCRIPTION OF THE SAID PREMISES

ALL THAT piece and parcel of Land Measuring 5 Katha 6 Chhatak or 8.80 Decimal, appertaining to and forming part of R.S. Plot No. 309, corresponding to L.R. Plot No. 685, recorded in R.S. Khatian No. 29, corresponding to L.R. Khatian Nos. 1281 (Old) & 1280 (New), Situated at Mouza – Ujanu, J.L. No. 86, R.S. Sheet No. 01, corresponding to L.R. Sheet No. 02, Pargana – Patharghata, Under Ward No. 47 of Siliguri Municipal Corporation area, bearing Holding No. 61/283, at Road No. 5, Pati Colony, Siliguri Junction, within the jurisdiction of Police Station – Matigara Now Pradhan Nagar, Pin Code – 734003, registry office at Additional District Sub-Registrar Bagdogra, in the District of Darjeeling, in the State of West Bengal.

The said land is butted and bounded as follows:

By the North	:	Land of Sri Jogen Das;
By the South	:	07' Feet Wide Road;
By the East	:	16' – 06" Feet Wide Metal Road;
By the West	:	Land of Sri Kanu Chowdhury.

THE SCHEDULE 'B' ABOVE REFERRED TO:
(THE SAID UNIT)

ALL THAT the **APARTMENT NO.** _____, on the _____ **Floor** of the building being **Block-**_____, containing by estimation an area of _____ (_____) **Square Feet** more or less (**Carpet Area**) excluding balcony area of _____ (_____) **Square Feet** more or less appertaining to _____ (_____) **Square Feet** more or less (**Super Built Up Area**), flooring _____, consisting of _____ (_____) **Bed Rooms**, _____ (_____) **Living/Dining Room**, _____ (_____) **Kitchen**, _____ (_____) **Toilets**, _____ (_____) **Balconies**, along with One _____ **Car Parking space** being **Car Parking No.**, situate at the _____ of the building, containing by estimation an area of _____ (_____) **Square Feet(Super Built Up Area)** more or less, flooring _____, at the Project known as "**R.K.S. APARTMENT IV**", constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units in the building as delineated and demarcated in the appended Map or Plan and highlighted in RED colours.

THE SCHEDULE 'C' ABOVE REFERRED TO:
(COMMON FACILITIES AND AMENITIES)

THE OWNER'S AND THE INTENDING PURCHASER OR PURCHASER'S ARE ENTITLED TO COMMON USER OF THE COMMON AREAS (EXULDING THE ROOF OF THE BUILDING) AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE:

1. The Foundation Column, Beams, Supports, Corridor, Lobbies, Stair Ways, Entrance and Exists Path ways.
2. Drains: Sewerage from the premises to the main road.
3. Water Reservoir.
4. Drainage Pipes from the Units to the Drains and swear connection to the premises.
5. Toilets for use of the Durwans, Caretakers of the premises and/or servants.
6. Meter room.
7. Boundary Walls of the premises including outside wall of the building and main gate.
8. COMMON PARTS :
 - a) Pump and Meter with installation and room thereof.
 - b) Water pump, underground reservoir, water pipes and other common plumbing installation and space required thereto.
 - c) Transformer (if any), electric wiring meter for lighting stair case, lobby and other common areas (excluding those as are installed for any particular floor) and space required thereto.
 - d) Windows, Doors and other fittings of the common area of the premises.
 - e) Lift and their accessories installations and space required therefore.
 - f) Such other common parts areas equipment installations fixtures fittings covered and open space in or about the said

premises of the building as are necessary for use and occupancy of the Units as are required.

THE SCHEDULE 'D' ABOVE REFFERRED TO:
(COMMON EXPENSES)

The proportionate expenses which will be borne by the Purchaser and the Owner's with other occupiers or Owner's of the flats of the said building:

1. The cost of maintaining, repairing, white washing, painting, re-building, replacing and decorating the main structure of the said building including the exterior thereof and in particular the common portion of the landing and staircase of the said building, rain water pipes, motor pumps, electrical wires, sewerage and all other common parts of the fixtures, fittings and equipment in, under or upon the said building enjoyed or used in common by the occupiers thereof.
2. The cost of acquisitions, legal proceedings, cost of cleaning, and electricity of the common entrances, passages, landings, staircase, main walls and other parts of the said building as enjoyed or used in common by the occupiers thereof.
3. The salary of managers, clerks, bills collectors, chowkidars, plumbers, electricians, sweepers etc. as decided by the Association.
4. The cost of working, repairing, replacement and maintenance of lights, pumps and other plumbing work including all other service charges for services rendered in common to all other occupiers.
5. Municipal and other taxes (both Owner and occupiers) and other

outgoings.

6. Insurance of the building against fire, earthquake or any other damages caused by natural calamities.
7. All electricity charges payable in common for the said building.

THE SCHEDULE 'E' ABOVE REFFERRED TO :

(EASEMENTS)

- 1) The Purchasers shall be entitled to all rights privileges including the right of vertical and lateral supports easements quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said unit and the properties appurtenant thereto or otherwise hereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or number thereof or appertaining thereto with the other Co-Owner and occupiers of other units of the building the rights, easements, quasi-easements, privileges thereto.
- 2) The right of access in common with other co owners or occupiers of the units of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance staircase, landing and other common parts of the building.
- 3) The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant thereto and common parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land PROVIDED ALWAYS and it is declared that herein contained shall permit the Purchasers or any

person deserving title under the Purchasers and/or her servants agents and employees invitees to obstruct in any way by deposit of materials, rubbish or otherwise the free passage of the Vendors and other co-owner or occupiers of other units of the said building property entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.

4) The right of protection of the said floor and the properties appurtenant thereto by or from all other parts of the said building as they now protect the same and in any manner, not to demolish the support at present enjoyed by the said premises and the properties appurtenant thereto from the other part or parts of the said building.

5) The right of passage in common as aforesaid of electricity, gas, water, telephone and soil pipes and to the said unit and the properties appurtenant thereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said unit and the said unit and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said unit and the properties appurtenant thereto for all lawful purpose whatsoever.

6) The right with or without workmen and necessary materials for the Purchasers to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant thereto to so far as such repairing, replacing, painting or cleaning as aforesaid cannot be reasonably carried out without such entry.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by
the **OWNER'S, DEVELOPER'S &**
PURCHASER'S at _____ in the
presence of:

WITNESS:

1.

**As the constituted attorney holder
of the Owner
SIGNATURE OF THE OWNER'S**

2.

SIGNATURE OF THE DEVELOPER'S

SIGNATURE OF THE PURCHASER'S

RECEIPT

RECEIVED from the within named Purchasers the within mentioned sum
Rs. _____/- (Rupees _____) only by way of total
 consideration money as per Memo below:-

MEMORANDUM OF CONSIDERATION

Sl. No.	Date	Cheque No.	Bank	Amount (in Rs.)
	TOTAL			Rs. _____/-

(Rupees _____) only.

WITNESS:

1.

SIGNATURE OF THE DEVELOPER'S

2.

Deed prepared and Drafted by:-